



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference: MISA/DRBN/EC/009/2021/22

Tender Document for

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE.

Client	Municipal Infrastructure Support Agent
Reference no.	MISA/DRBN/EC/009/2021/22
Compulsory Briefing	10 AUGUST 2021 at 10:00am
Closing date and Time	20 August 2021 at 11:00am
The Tenderer (Name)	

The General Conditions of Contract

Based on NEC3 Engineering and Construction Contract – Option F: Priced Contract with Bill of Quantities)

Employer:

Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/DRBN/EC/009/2021/22

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM,
GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY,
EASTERN CAPE PROVINCE.**

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Municipal Infrastructure Support Agent (MISA)

The Tender

Reference No.: MISA/DRBN/EC/009/2021/22

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM,
GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY,
EASTERN CAPE PROVINCE.**

Procedure: Open Procedure

Based on

MISA Supply Chain Management Policy of January 2021-22

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; Dated: 20 January 2017 Vol. 618 Issued According to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1)



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/DRBN/EC/009/2021/22**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBE DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE.

PART T1: TENDERING PROCEDURE

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender for the **Appointment of a Management Contractor for the Replacement of the Lower Sluice Gate for the Nqweba Dam in Graaff Reinet, Dr Beyers Naude Local Municipality, Eastern Cape Province.**

Tenderers should have a CIDB Contractor Grading of 2CE or higher.

Contracts will be based on the NEC3 Engineering and Construction Contract (Option F: Priced Contract with Bill of Quantities).

The project details are hereunder,

REFERENCE NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/DRBN/EC/009/2021/22	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBE DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE.	Dr Beyers Naude Local Municipality, Robert Sobukwe Building, Corner College Road and Oval Drive, Graaff Reinet, and Compulsory Site Visit on 10 AUGUST 2021 at 10:00am Note: Tenders submitted by those tenderers who fail to attend the compulsory briefing session and site visit and sign the attendance register will be DISQUALIFIED from the evaluation	20 August 2021 11:00 AM All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300



A **compulsory** site briefing session will take place on the date and time shown above unless otherwise amended. Representative(s) from MISA will meet the prospective Tenderers to provide details of the Contract. **It is critical that the interested service providers send appropriate representative(s) in the compulsory briefing sessions to understand the project so that they tender appropriately.**

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set out in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit its tenders using only the tender documentation issued.

The evaluation of tenders will follow the **Method 4**: Quality, Price and Preference (SANS 10845-1 of 2015). The Method 4 evaluation is based on quality, price and preferential (B_BBEE Status) points.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Mr. Ntandazo Vimba
Chief Executive Officer
Municipal Infrastructure Support Agent

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: MISA/DRBN/EC/009/2021/22

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EASTERN CAPE PROVINCE**

T1.2 TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.2	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	The employer's agent is: Name: Mr Ntandazo Vimba Address/ Contact: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: lumka.tyikwe@misa.gov.za
3.4	The language for all communications is English
4.1	ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated:

CLAUSE NUMBER	TENDER DATA
	<p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. MISA will recognise the JV/Consortium as single entity for the duration of the contract. 5. The tenderer has a minimum of CIDB grading 3CE or higher (tenderers must submit valid CIDB certificate). 6. Attended the compulsory briefing session and signed the attendance register. 7. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 8. The tender documents issued by MISA are not tampered and remain intact. 9. Where the contractor intends subcontracting the professional civil engineering work, the Contractor shall also submit a signed agreement stating the intention to subcontract the proposed sub-consultant based on the NEC3 Engineering and Construction Subcontract format.
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender;

CLAUSE NUMBER	TENDER DATA
	2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission.
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1. <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, must be stroked out by a single stroke and initialled by the Authorised signatory 4. The tender document issued by MISA is not tampered with and content in the tender document remains intact.
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents on a Flash Drive (that is 1 original, 1 hard copy of the original and 1 soft copy of the original tender document).
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter, if applicable.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where f_1 and f_2 are fractions; f_1 equals to 1 minus f_2 ; and f_2 equals to 0.4

CLAUSE NUMBER	TENDER DATA																								
	<p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 in SANS 10845-3, 2015 where the score for financial offer is calculated using the following formula:</p> <p>N_{FO} = W₁A</p> <p>Where maximum point for price W₁ = 80; (ref: preferential regulations 2017)</p> <p>A = {1 - (P - P_m) / P_m}, [where P is the comparative price of the Tender under consideration and P_m is the comparative price of the lowest qualified Tender]</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), which is up to maximum 20 points that will be awarded to tenderers who complete the preferencing schedule and who will be found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 in SANS 10845-3, 2015 where maximum points for qualification is 100</p>																								
5.11.9	<p>All compliant proposals shall be evaluated for quality on a scale of 100. The minimum qualifying points are 70 for considering a submission for further evaluation for selection. The quality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p><i>A Tender scoring below 70 points in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d9ead3;">Quality criteria</th> <th style="background-color: #d9ead3;">Evaluation schedule</th> <th style="background-color: #d9ead3;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer in construction or installation of new municipal water infrastructure which includes reticulation, reservoirs, pump stations and water treatment plants</td> <td>Schedule 1</td> <td>10</td> </tr> <tr> <td> Experience of Key Personnel <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Contracts Manager</td> <td>15</td> </tr> <tr> <td>Civil Engineer</td> <td>15</td> </tr> <tr> <td>Site Agent</td> <td>10</td> </tr> <tr> <td>Foreman/Supervisor</td> <td>8</td> </tr> <tr> <td>Health and Safety Officer</td> <td>5</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>53</td> </tr> </tbody> </table> </td> <td>Schedule 2</td> <td>53</td> </tr> <tr> <td>Plant and Equipment</td> <td>Schedule 3</td> <td>12</td> </tr> </tbody> </table>	Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer in construction or installation of new municipal water infrastructure which includes reticulation, reservoirs, pump stations and water treatment plants	Schedule 1	10	Experience of Key Personnel <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Contracts Manager</td> <td>15</td> </tr> <tr> <td>Civil Engineer</td> <td>15</td> </tr> <tr> <td>Site Agent</td> <td>10</td> </tr> <tr> <td>Foreman/Supervisor</td> <td>8</td> </tr> <tr> <td>Health and Safety Officer</td> <td>5</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>53</td> </tr> </tbody> </table>	Contracts Manager	15	Civil Engineer	15	Site Agent	10	Foreman/Supervisor	8	Health and Safety Officer	5	Total	53	Schedule 2	53	Plant and Equipment	Schedule 3	12
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CLAUSE NUMBER	TENDER DATA		
	Approach Paper	Schedule 4	25
	Maximum possible score for quality (M_s)		100
5.13	<p>A tender offer will only be accepted if:</p> <ol style="list-style-type: none"> 1. The tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. The tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 		
5.17	The number of paper copies of the signed contract to be provided by the employer is one to the successful tenderer.		



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated.

The required documentations as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

B. Evaluation Schedule 1: Approach Paper (**Clause 5.11.9 of T1.2 Tender Data**)

Failure to provide these documents (A and B) shall result in the tenderer's tender not being evaluated.

C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.

1. Record of Addenda to Tender Documents.
2. Proposed Amendments and Qualifications.
3. Compulsory Declaration.
4. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and / or municipality.
5. Preference Schedule: Broad Based Black Economic Empowerment Status.

T2.2 RETURNABLE SCHEDULES

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

<p>The following particulars must be furnished. In the case of a joint venture, a separate declaration in respect of each partner must be completed and submitted.</p>	
Section 1: Enterprise Details	
Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	
Section 2: Particulars of companies and close corporations	
Company / Close Corporation registration number	
Section 3: SARS Information	
Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>
Section 4: Central Supplier Database Registration Number	
Central Supplier Database Registration number <i>(if applicable)</i>	
<p>A. VENDOR REGISTRATION</p> <p>The Contractor shall complete vendor registration forms before the signing of the contract. Such forms shall, as relevant be accompanied by the following documents, where applicable:</p> <ol style="list-style-type: none"> i. Company registration documents, share certificate and joint venture agreements. ii. Certified copies of the Identity Documents of directors / managing members. iii. Tax clearance certificate. iv. VAT registration certificate. v. B-BBEE Certification and B-BBEE Rating Certificate. vi. Company letter head. vii. A cancelled cheque of stamped letter from the bank, verifying the banking details. 	

- an official of any municipality or an employee of Parliament or a provincial municipal entity or legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(✓ (tick) appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this section.

Section 7: Record of family member in the service of the state

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage, or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this page.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary and cross reference to this page)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
- a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked, or involved with any other tendering entities submitting tender offers.
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender.
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months.
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period

not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the PFMA of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on Service Provider, Goods and Other Services or a Combination Thereof offered to an Organ of State and / or Municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) Service Provider services are required; and
- b) goods, services, or a combination thereof where the estimated total of the prices exceeds R10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for service provider services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g., quantity surveying	Service similar to required service (yes / no) last 5 years

Attach separate page as necessary and cross reference to this page

Section 3 Goods, Services or a combination thereof where the estimated total of the prices exceeds R10 million including VAT.

I / we certify that:

1) (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors have / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- _____% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is _____%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary and cross reference to this page.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

.....

Name

Position

.....

Enterprise name

5. Preferecing Schedule: Broad Based Black Economic Empowerment Status (B-BBEEE Status)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences.

Tenderers who claim a preference shall provide sufficient evidence of its B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which its claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises.

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12 months’ period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed.

The scoring shall be as follows:

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-complaint contributor	0

4 Declaration

The tenderer declares that:

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions.
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. Schedule 1: Experience of the tenderer (10 points)

The experience of the tenderer as a company (as opposed to key staff members) in the construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants as a main contractor for municipalities and other organs of state over the last **10 years**.

The information shall be within the previous **10 years** and must only include completed projects prior to closing date for submissions.

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

Note: Signed completion letters with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with completion letters will be evaluated.

Description of contracts relating to the construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants, location and nature of the works

The scoring of the tenderer's experience will be as follows:

Letter of completion or reference letter for completed project: The construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants. This experience must only relate to instance where the tenderer acted as the main contractor. One letter on client's letterhead per project completed.

5 points

- | | | |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects | = | 2 points |
| c) 4 projects | = | 3 points |
| d) 5 or more projects | = | 5 points |

2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1

5 points

- | | | |
|--------------------------------------|---|----------|
| a) Below R3 Million | = | 0 points |
| b) R 3 Million to below R 5 Million | = | 2 Points |
| c) R 5 Million to below R 10 Million | = | 3 Points |
| d) R 10 Million and above | = | 5 points |

Total

10 points

MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.



Signed

Date

Name

Position

Enterprise name



7. Schedule 2: Experience of key personnel (53 Points)

Total Points for key personnel = Contracts Manager = 15, Civil Engineer = 15, Site Agent = 10, Foreman = 8, H&S Officer = 5, Total = 53

The experience of the key person who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

Duly signed CVs including consent section by nominated key personnel should be submitted along with the submission referring to this schedule, preferably, in no more than 3 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel. CVs be structured as detailed below:

Scoring: CVs not duly signed by nominated key personnel will be score zero.

Proposed Position:
Years with the Firm:
Mailing Address:

Phone:
Cell:
Email:
ID No.:

Name :

Nationality:

Education:

Computer

Skill:

Professional

Membership:

Membership #:

Experience: IN SOUTH AFRICA

Duration

Organization (belongs to)

Project

Client

Position:

Responsibilities/ Work Done

IN OTHER COUNTRIES

Duration

Organization (belongs to)

Project

Client

Position:

Responsibilities/ Work Done

Consent:

I do hereby offer my full consent to work in the project titled as '**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE**

(Reference: **MISA/DRBN/EC/009/2021/22** with the Tenderer named as;

I also do confirm that I have not offered and will not offer my consent to any other Proposer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Proposer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature: _____

Date: _____

Enclosure:

1. Certificates of academic qualifications
2. Certificates of Professional registration

The CV of individuals will be used for evaluation of the each of the personnel for this section.

Contracts Manager = 15, Civil Engineer = 15, Site Agent = 10, Foreman = 8, H&S Officer = 5, Total = 53

The scoring of the experience of key person staff will be as follows:

Key Personnel	= 53 Total Points
1. Contracts Manager	= (15 points)
1.1. Experience	= 5 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 2 points
c) 7 to below 10 years	= 3 points
d) 10 years and above	= 5 points
1.2. Qualifications	= 10 points
a) Degree or B Tech in Civil Eng/Construction Management	= 5 points
b) Honours Degree or above in Civil Eng/Construction Management	= 10 points
2. Civil Engineer	= (15 points)
a. Experience	= 5 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 2 points
c) 7 to below 10 years	= 3 points
d) 10 years and above	= 5 points
Qualifications	= 10 points
a) Degree or B Tech in Civil Eng/Construction Management	= 5 points
b) Honours Degree or above in Civil Eng/Construction Management	= 10 points

Key Personnel

= 53 Total Points

Scoring for Civil Engineer = Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero.

- | | |
|--|----------------------|
| 3. Site Agent | = (10 points) |
| a. Experience | = 4 points |
| a) Below 5 years | = 0 points |
| b) 5 to below 7 years | = 1 point |
| c) 7 to below 10 years | = 2 points |
| d) 10 years and above | = 4 points |
| b. Qualification | = 6 points |
| a) Diploma in Civil Engineering | = 4 points |
| b) Degree or B Tech in Civil Engineering | = 6 points |
| 4. Foreman/Supervisor | = (8 points) |
| a. Experience | = 4 points |
| a) Below 5 years | = 0 points |
| b) 5 to below 7 years | = 1 point |
| c) 7 to below 10 years | = 2 points |
| d) 10 years and above | = 4 points |
| b. Qualification | = 4 points |
| a) N6 certificate in civil engineering | = 2 points |
| b) Diploma in Civil Engineering | = 4 points |
| 5. Health and Safety Officer | = (5 points) |
| a. Experience | = 2 points |
| a) 5 to below 7 years | = 0 points |
| b) 7 to below 10 years | = 1 point |
| c) 10 years and above | = 2 points |
| b. Qualification | = 3 points |
| a) SAMTRAC or Equivalent | = 1 point |
| b) Diploma/degree in Health and Safety | = 3 points |

Signed

Date

Name

Position

Enterprise name

8. Schedule 3: Plant and Equipment (12 points)

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must complete the table below for availability of plant and equipment.

Type of Equipment	Own	Hire	Total Points
TLB (1 required) (2 points)			
Crane (1 required) (3 points)			
Tipper (10m³ minimum) . (2 required) (2 points)			
Bomag type pedestrian roller . (1 required) (2 points)			
Pickup Trucks (3 required) (3 points)			
Total scored			

Points for hired plant will only be allocated if a letter with rates included is attached from a Plant Hire Company. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project.

Proof of ownership for each plant will be required. Proof of ownership or hire of the equipment must be accompanied by an affidavit by an authorised representative of the bidder, with his/her designation specified before a Commissioner of Oaths.

Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements, in the name of the company or directors.

9. Schedule 4: Approach Paper (25 points)

The approach paper must respond to the scope of work (reference: C3 Scope of work), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper should not be longer than **5 pages**. The approach paper as such needs to:

- Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);
- Executive Summary: A brief summary of the whole contents of the approach paper;
- Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3. Scope of work', detailing at least the following:
1. Understating of Project Scope
 2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
 3. Identified project implementation Risks and Risk Management proposal;
 4. Quality control mechanism to be adopted for project deliverables;
 5. Construction methods

The scoring of the approach paper will be as follows:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Understating of Project Scope	Demonstration of clear understanding of Project objectives (2), scope and deliverables with timeframes (2). Adequacy and appropriateness will be assessed.	4 points
Methodology	Program knowledge, informative appropriateness of proposed approach/implementation (2) and presentation and organogram of team (2) including outline approach to be used when working with for sub-consultants (3)	7 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (1)	3 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (1) and processes (2) to ensure quality control and assurance in all phases of the project as part of the quality plan.	3 points
Construction method	Detailed explanation of step-by-step construction stages indicating the sequencing and how the works are carried out (4). These should include methods used to ensure correct occupational health and safety environment acceptable practices (4).	8 points



The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference his/her letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of knowledge both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/DRBN/EC/009/2021/22**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBE DAM,
GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY,
EASTERN CAPE PROVINCE**

The Contract

Based on

NEC 3: Based on NEC3 Engineering and Construction Contract –Option F: Priced Contract with Bill of Quantities)



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/DRBN/EC/009/2021/22**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES calculated in accordance with the *conditions of contract as detailed hereunder*:

Total Amount: R_____ (in figure), (Rand _____

_____) (in word)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.



Signature

Date:

.....
Name

.....
Capacity

.....
For the tenderer:

.....
Name &
signature
of witness

.....
(Insert name and address of organisation)

.....
Date



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Service Provider the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature _____

Date: _____



Name(s) Ntandazo Vimba
Capacity Chief Executive Officer
For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....



.....
.....

5 Subject

Details

.....
.....
.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is Four 4 Calendar Months after the start date .
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
4	Quality
41.1	The <i>defects date</i> is 12 months after completion of the whole of the <i>services</i> ; <i>date of completion</i> exclusive of the period.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 20th day of each successive month.
50.3	The <i>expenses</i> stated by the <i>Employer</i> are according to the agreed prices at award and/ or agreed by the parties at a later stage for any reason(s).
51.1	The period within which the payments are made is thirty days from the date of receipt (exclusive) of the invoice.
51.2	The <i>currency of this contract</i> is the South African Rand. The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
6	Compensation events As per standard NEC3 Clause 60.1.
7	Rights to material No data required for this section of the <i>conditions of contract</i> .
80	Indemnity, insurance and liabilities
80.1	The amounts of insurance and the periods for which the <i>Service Provider</i> maintains insurance are

Event	Cover	Period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Till the end of the <i>defects date</i> .
Specific insurance cover for where execution of the Works involves the risk of removal or interference with the support to adjoining properties	R 1 million in respect of each claim, without limit to the number of claims	
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable in addition	Till the end of the <i>completion date</i> .
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

81.2 The *Contractor* provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.

9 Termination and dispute resolution

10 Data for main Option clause

A Priced contract with activity schedule

No data required for this section of the *conditions of contract*.

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),

W1.2(3) The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4((2) The *tribunal* is reference to a South African Court of Law

12 Data for Secondary Option clause(s)

X2 Change in the law

X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	<i>Employer's Agent</i>
X10.1	<p>The <i>Employer's Agent</i> is Chief Executive Officer Mr Ntandazo Vimba</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
Z	<i>Additional conditions of contract</i>
	The <i>additional conditions of contract</i> are
Z1	<p>Tax invoices The <i>Service Provider's</i> invoice.</p> <p>Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price List</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice.</p> <p>Delete the first sentence of core clause 51.1 and replace by: The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>
Z2	<p>Selection and appointment of the <i>Adjudicator</i></p> <p>Add the following paragraph to clause W.1.2(1)</p> <p>Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.</p>
Z3	<p>Acts or omissions by mandatories</p> <p>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Service Provider</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Service Provider</i> contemplated in section 37(2).</p>

Z4

Expenses

If the Parties agree, estimates of *expenses* may be included in the lump sum prices in the Task Schedule, which are assessed as compensation events.

Part two - Data provided by the Service Provider

10.1

The Contractor is

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.2

The Service Provider's key persons are:

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use separate pages referring to this clause for detailing these information for all key *Service Provider's* key persons)

A **Priced contract with activity schedule**

No data required for this section of the *conditions of contract*.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/DRBN/EC/009/2021/22**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE

C2

PRICING DATA

C2.1 PRICING ASSUMPTIONS

PREAMBLE OF THE PRICING SCHEDULE

The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.

- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination
- 9 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.

- 10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 11 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.
- 12 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 13 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 14 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre

m = metre

km = kilometre

km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
Sum	=	Sum
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/DRBN/EC/009/2021/22

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REPLACEMENT OF THE LOWER SLUICE GATE AT NQWEBA DAM, GRAAFF REINET: DR BEYERS NAUDE LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE

C2.2 PRICING LIST

The Client makes entries in the first four columns.

For each row:

1. If the *Service Provider* is to be paid an amount for the item, which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Service Provider* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the Expected quantity to produce the Price, which is also entered. Indicate how the rates are obtained from the resources and duration used.

Costs incurred by the *Service Provider* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

The work description in the pricing list below is highly summarized and a full detailed work schedule is expected to be produced by the successful bidder for each deliverable or objective. **Only the Pricing List below should be priced for purposes of this tender.**

Where reference is made to repair work this includes but not limited to refurbishment, rehabilitation and or alteration work.

The BOQ below must be priced.

DIRECT COSTS – NQWEBA DAM WALL SLUICE VALVE

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	REPLACEMENT OF SLUICE GATE				
1.1	New 1000mm dia. Gate Valve	No.	1		
1.2	Temporary Access Rig	No.	1		
1.3	Connection between New and Old Valve	No.	1		
1.4	Minor Civils (additional steel and concrete works)	No.	1		
2.	MOTOR				
2.1	New Intelligent Electric Actuator (3 phase AC, 380/460 ±10%, 50/60Hz ±5%; 1 phase AC, 220 ±10%, 50/60Hz ±5%; mode: On-Off (MOE series) separate strokes). 24V, DC (18-33V), max 500mA)	No.	1		
3.	ELECTRICAL AND TELEMETRY				
3.1	New Electrical connection	No.	1		
3.2	Connect and Commission 3 Phase to motors	No.	1		
3.3	Telemetry	No.	1		
3.3.1	Distribution Box	No.	1		
4.	Operations and Maintenance Manual	No.	1		
Subtotal Direct Costs					
10% (P&Gs) of Subtotal Direct Costs					
VAT 15%					
TOTAL DIRECT COSTS (to be carried to the form of Offer)					



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C3

SCOPE OF WORK

A. BACKGROUND

The Dr. Beyers Naudé Local Municipality was established by merging the Camdeboo, Ikwezi and Baviaans Local Municipalities. The Municipality was officially established on the 6th of August 2016 after the Local Government Elections. The municipality incorporates the towns of Nieu Bethesda, Graaff-Reinet, Aberdeen, Jansenville, Klipplaat, Steytlerville, Willowmore with Graaff-Reinet being the Seat. The municipality covers an area of 28,653 square kilometers, from the Sneeuberge in the North to the Baviaanskloof in the south and has a population of 79,291 residents. Dr Beyers Naude Local Municipality has been experiencing service delivery challenges for several years, and persistent drought conditions aggravated this lack of basic service provision. The current drought is by far the worst droughts in history, resulting in very low dam levels in the primary dam supplying Graaff Reinet, the Nqweba Dam, which has led to the town experiencing numerous water supply crisis.

In October 2020, Dr Beyers Naude Local Municipality completed the installation of three Pumps at the Nqweba Dam Pump Station, in Graaff Reinet through the MIG Reprioritisation Projects, at a cost of R 2,026,000.00. The scope of the project encompassed the repair works required at the Nqweba Dam Pump Stations, to operate the extraction of raw water from the dam, in a bid to ensure sustainable water supply to the Graaff Reinet community and surrounds.

The Sluice Valve servicing the pump station developed a substantial leak in the valve seat, due to age and corrosion, posing the substantial risk that once opened, the valve may never tightly close again. Failure to tightly close the sluice valve will then lead to substantial loss of water from the dam. In addition, the pumping equipment requires regular use to ensure operation of the mechanical parts, which will experience accelerated deterioration if not in use for long periods. Due to budgetary constraints, the installation of a new motorised gate valve in place of the sluice valve could not be implemented. There are currently no proper mitigation measures being implemented, except for the disconnection of the pipe feeding the pumps. It was then reiterated

that funds must be sourced for the fixing of the sluice valve. Any other measures that are currently being implemented only save as short term stop-gap measures.

B. SCOPE OF WORK

The scope of work for the project is mainly focused on the supply and installation of a lower Sluice Gate Valve at the Nqweba Dam, in Graaff Reinet, Dr Beyers Naude Local Municipality.

The extent of the works includes the supply of all labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all of the following:

- Establishment of contractor's team with all sub-contractors including local sub-contractors (where applicable),
- Installation of a temporary structure to lower the new Valve into position,
- Drilling of holes into the existing flange in accordance with table 10 requirements (attached Annexure),
- Placing of the new Valve, flange to flange and bolt together. (see attached Annexure)
- Installation of Intelligent Electric Actuator on new Valve (see attached Annexure).
- Installation of the Telemetry on the Motor,
- Tying of the telemetry into the exiting SCADA System,
- Submission of the Operation and Maintenance Manual,
- Commissioning of the completed works.

C. PROJECT DELIVERABLES

1. Site Assessment Report
2. Project Implementation Plan,
3. Approved Work Orders,
4. Test results for concrete works (where necessary),
5. Completion Report with photos before and after works.

D. PROJECT MANAGEMENT STRUCTURES

The PSP will work strictly under the management of a Project Management Team (PMT), reporting to the Project Engineer appointed by the Municipality, and overall led by the MISA Provincial Manager for the Eastern Cape Province.

All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Eastern Cape, after approval of completed works. Progress reporting will be required per payment certificate and should reflect progress on site.

E. TIME FRAMES



The estimated timeframe for completion of all the activities as described herein the C3: Scope of work is **four (4) months** from the date of start of work.

F. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

G. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The Service Provider shall provide all equipment and facilities required to provide the services relating to successful completion of the project.